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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

1. Name of Registrant

ARNOLD & PORTER

2. Registration No.

1750

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for \_\_\_\_\_

☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.

☐ Other purpose (specify) \_\_\_\_\_

☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

New written agreement with the foreign principals.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

This amendment to Registrant's Registration Statement is to give notice of a change in information relating to the Exhibit B filed for foreign principals of the registrant, Banco Central do Brasil and the Government of Brazil. The Registrant has entered into a new written agreement with the foreign principals for the period ending October 24, 1992 (a copy of which was received about March 6, 1991). A copy is attached.

RECEIVED  
DEPT. OF JUSTICE  
CRIMINAL DIVISION  
91 MAR 14 P4:36  
INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

The undersigned swear(s) or affirm(s) that he has *(they have)* read the information set forth in this amendment and that he is *(they are)* familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his *(their)* knowledge and belief.

William D. Rogers

(All copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at

Washington, D.C.

this 14th day of March, 19 91

Letitia M. Dyer  
(Notary or other officer)

My commission expires May 14, 1994

CONTRACT FOR PROFESSIONAL SERVICES

RECEIVED  
DEPT OF JUSTICE  
CRIMINAL DIVISION  
91 MAR 1984  
FBI  
Banco Central do Brasil, an autarquia federal, created by Law No. 4595 of December 31, 1964 ("BACEN") represented herein by its President, Ibrahim Eris, married, bearer of identity card No. 7.644.851-SSP/SP and CPF No. 667.957.968-68, and Arnold & Porter, a general partnership for the practice of law existing under the laws of the District of Columbia, United States of America (the "Contractor"), represented herein by Eli Whitney Debevoise, a citizen of the United States of America holder of Passport No. 014050606, a general partner of the aforesaid general partnership, have agreed to enter into this contract for legal services, which contract is exempt from competitive bidding in accordance with Decree Law No. 2300 of November 21, 1986 and the following contractual clauses.

1. Object of the Contract. The object of this contract shall be the rendering of legal advice with respect to U.S. law which may be requested by the BACEN and the Ministries of Economy, Finance and Planning and of Foreign Relations of the Federative Republic of Brazil (each individually the "Client" and collectively, the "Clients"). The officials authorized to request legal services from the Contractor under the terms of

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this contract shall include the President, each of the Directors and the Chiefs of Staff of the President and of the Director for International Affairs, the General Counsel (Head of the Legal Department (DEJUR)) of the Banco Central do Brasil, the Head of the External Debt Department (DEDIV), the Head of the Department of Foreign Capital Supervision and Registration (FIRCE), all of BACEN; the Minister of Finance, the Deputy Minister of Finance, the Procurador Geral da Fazenda Nacional, the Secretary for National Planning, the Director of the Office of International Affairs, all of the Ministry of Economy, Finance and Planning; the Minister and the Deputy Minister for Foreign Relations of the Ministry of Foreign Relations; the Special Ambassador for External Debt Negotiations and such other officials of the BACEN, of the Ministry of Economy, Finance and Planning and of the Ministry of Foreign Relations as may be designated in a notice to the Contractor by the President, by one of the directors and by the General Counsel (Head of the Legal Department), all of the BACEN, the Minister of Economy, Finance and Planning, the Procurador da Fazenda Nacional, or by the Minister of Foreign Relations.

2. Performance. The legal services covered by this contract shall be provided in oral or written form,

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as requested, in writing, with a copy of the request to the Chief of Staff of the Director for International Affairs of the BACEN, and shall include, when requested, formal written opinions, representation on questions of U.S. law in international negotiations and representation in proceedings before courts and tribunals and administrative agencies in the United States of America. In addition, when requested, the Contractor will advise the Clients with respect to, and represent them on legal matters before, the executive and legislative organs of the United States of America.

3. Contractor's Remuneration. (a) Fees for legal services will be based upon the Contractor's usual and normal hourly rates (as set forth on Annex A) applied to the number of hours actually expended in rendering the legal services covered by this contract. The fees set forth on Annex A will be subject to adjustment on January 1 of each year to reflect the increase, if any, in the Contractor's usual and normal hourly rates.

(b) In addition to the fees for legal services set forth in the foregoing paragraph, BACEN will reimburse the Contractor for out-of-pocket expenses incurred in the performance of this contract. Such expenses shall include, by way of illustration and not of limitation, duplicating, local transportation, air

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couriers, travel (tourist class air tickets only or equivalent), computerized legal research, publications, telephone, telecopy, telex, postage, and other local expenses. In addition, from time to time, the Contractor may obtain on behalf of the Clients goods and services provided by third parties, whether experts, consultants and other providers of necessary support services. The Contractor shall invoice BACEN for such goods and services at cost. All statements for legal services (see Annex B for format of statements) and reimbursable disbursements will be prepared and presented monthly to the Chief of Staff of the Director for International Affairs of the BACEN. Statements for reimbursable disbursements shall be presented with documentation for the expenses. All such statements shall be paid within thirty (30) days of presentation.

4. Means of Payment. All amounts owing to Contractor shall be payable to the Contractor in U.S. dollars. Payment shall be by wire transfer to Riggs National Bank, Washington, D.C., ABA #054000030; for the account of Arnold & Porter a/c #23-08436263; in payment of bill(s) rendered to Banco Central do Brasil or through such other channels as the Contractor may designate from time to time.

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5. Term. The term of this contract shall be two (2) years, which term may be extended by agreement of the parties.

6. Termination. This contract may be terminated upon thirty (30) days advance notice from BACEN to the Contractor, and otherwise, as permitted by law.

7. Amendments. This contract may be amended by mutual written agreement of the parties and otherwise, as provided by law.

8. Situs. The legal services provided for in this contract shall be rendered in the United States of America or in other countries in which they may be required.

9. Governing Law. This contract shall be governed by, and interpreted in accordance with Decree Law No. 2300 of November 21, 1986 and other applicable Brazilian law.

10. Jurisdiction. All dispute and controversies concerning the interpretation of this contract shall be settled in the federal courts of Brasilia, Federal District.

11. Taxes. All Brazilian taxes, federal, state and/or municipal, accruing from or related to the execution and performance of this contract or any payment hereunder shall be the obligation of BACEN.

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12. Language. This contract shall be executed in both an English and Portuguese language version. In the case of any discrepancy in the texts, the Portuguese version shall govern.

13. Payments. All payments hereunder shall be charged to the budget account of the Banco Central do Brasil in accordance with Decree Law No. 2.376 of November 25, 1987.

14. Publication. In satisfaction of the requirements of Decree Law No. 2300 of November 21, 1986, an announcement of the signing of this contract will be published in the Diario Oficial da Republica Federativa do Brasil.

Entered into this 24 day of OCTOBER,  
1990.

  
\_\_\_\_\_  
Ibrahim Eris  
President  
Banco Central do Brasil

  
\_\_\_\_\_  
Eli Whitney Debevoise  
Partner  
Arnold & Porter



ANNEX A

APPLICABLE HOURLY RATES (IN U.S. \$)

Personnel Based in Washington

Senior Partners	Up to 330.00
Junior Partners	220.00 - 290.00
Associates	105.00 - 205.00
Legal Assistants and Clerical Personnel	35.00 - 85.00

Personnel Based in New York

Senior Partners	Up to 375.00
Junior Partners	250.00 - 330.00
Associates	125.00 - 230.00
Legal Assistants and Clerical Personnel	35.00 - 85.00

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END

ANNEX B

Form of statement for legal services

Banco Central do Brasil

([month] 199[ ])

<u>Date</u>	<u>Attorney(s)</u>	<u>Hours</u>	<u>Description/Requested By*</u>
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\*Only one requestor per service rendered

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